## IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CATLIN SPECIALTY INSURANCE CO.,

CIVIL ACTION

Plaintiff/Counterdefendant,

:

v.

No. 14-1255

J.J. WHITE, INC.,

Defendant/Counterplaintiff,

SUNOCO, INC., et al.,

:

Counterplaintiffs.

nterplaintiffs.

## **ORDER**

AND NOW, this 30<sup>th</sup> day of October, 2018, upon consideration of the "Motion for Clarification, or Alternatively, Reconsideration" filed by Defendant/Counterplaintiff J.J. White, Inc. and Counterplaintiffs Sunoco, Inc. and Sunoco, Inc. (R&M) (Doc. No. 117), and the Response and Reply thereto, and following oral argument on the Motion, it is hereby ORDERED that the parties may, no later than November 12, 2018, file letter briefs further addressing the following question: What must J.J. White and Sunoco, as insureds, prove in order to prevail on their counterclaim seeking to recover, from their insurer, Catlin, the amount the insureds paid to settle the underlying case?<sup>1</sup>

Each letter brief may not exceed five (5) double-spaced pages in length.

<sup>&</sup>lt;sup>1</sup> The parties are invited to address the following cases, in addition to any other cases they believe are binding or persuasive on the question set out above: <u>Maryland Casualty Company v. W.R. Grace & Co.</u>, No. 88 Civ. 2613, 1996 WL 109068, \*6-11 (S.D.N.Y. Mar. 12, 1996); <u>In re Silicone Implant Insurance</u> Coverage Litigation, 667 N.W.2d 405, 413-16 (Minn. 2003).

$\mathbf{R}\mathbf{V}$	THE	COI	IRT:

/s/ Mitchell S. Goldberg

MITCHELL S. GOLDBERG, J.